



Pokeworks



Kasper Hsu
Pokeworks

JANUARY 28, 2026

Catering Delivery Terms and Conditions

THIS SERVICES AGREEMENT ("Agreement"), dated February 05, 2026, is made by and between dliivr LLC ("Company"), a Pennsylvania Limited Liability Corporation, and Pokeworks ("Customer").

WHEREAS, the Customer is in the business of providing food orders to its clients; WHEREAS, the Company is in the business of providing a technology platform connecting with independent contractor Drivers(s); WHEREAS, the Customer desires to contract with the Company whereby the Company will coordinate the Customer's Food Orders to the Customer's clients.

NOW THEREFORE, in consideration of the above premises and the covenants contained herein, the parties agree to as follows:

1. Scope of Services: The Company agrees to provide the following Services to the Customer under the following conditions:

A. Vehicle and Drivers

i. The Company shall make available to the Customer a sufficient number of licensed drivers (each, a "Driver") capable of transporting Customer's food orders (each, an "Order").

ii. The Driver is responsible for all gas, meters, tickets and any other costs associated with operating the vehicle.

iii. **Insurance Coverage:** During the term of this Agreement, Company shall maintain, at its own expense, insurance coverage consistent with industry standards for delivery and logistics services, including:

- Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence, applicable to non-owned automobiles used in the performance of the Services; and
- Cargo or Property of Others coverage, providing protection for loss of or damage to Customer property while in the care, custody, or control of the Company, subject to policy terms and limits.

Independent contractor drivers engaged through the Company's platform are responsible for maintaining automobile insurance in compliance with applicable state law.

Upon reasonable request, Company shall provide Customer with a certificate of insurance evidencing the coverages maintained by Company.

B. Delivery Procedure

i. **Order Entry:** Customer shall notify via integration and/or Company web portal, and shall provide the Company a "Delivery Task," which shall list:

- i. Pickup Location;
- ii. Pickup Time;
- iii. Delivery Location;
- iv. Delivery Contact Information (Name, Number and Any Additional information)
- v. Delivery Details (Order Number, Food Sub-Total, and Tip)

ii. **Delivery:** On each Delivery, the Driver will arrive at the Customer's location by the established pick-up time in order to receive each Order for packing in the Delivery Vehicle.

- i. Delivery Contact Information (Name, Number and Any Additional information)
- ii. Delivery Details (Order Number, Food Sub-Total, and Tip), and at each delivery destination, the Driver will unpack and set-up the contents of the Order.

C. The Company is responsible for conducting themselves in a polite and professional manner.

Delivery Pricing & Entire MSA Agreement

**delivery pricing is valid for 30-days from proposal send date and locked in upon signature*

Food Subtotal	DeliveryFee	*Minimum Billable Tip
Less than \$1,000.00	\$30.00	5.00% for non New York City locations 6.00% for New York City locations 5.00% for non New York City
More than \$1,000.00	\$50.00	locations6.00% for New York City locations

* Minimum Billable Tip is based on the order subtotal. For order subtotals that are less than \$200.00, the minimum tip is \$10.00. 100% of tips go to the driver performing the delivery.

** For any deliveries performed by Company in New York City that has a subtotal of \$500.00 or less, add a \$5.00 surcharge per delivery.

- 2.Term.**This agreement shall be for a period of two (2) years and auto-renew for one (1) year thereafter. Either party may terminate the Agreement at any time for any reason, at no cost to the other party, by providing written notice to the other party, which will be effective immediately. Sections 4, 5, 6, and 11 shall survive termination of the Agreement. If there is a material breach, the Customer may terminate This Agreement with no notice.
- 3.Client Personal Identifiable Information (PII) Responsibility.**The Company agrees that all data shared during this agreement is private and sensitive in nature. The information should only be conveyed as necessary and only used for deliveries pursuant to this Agreement.
- 4. Indemnification.**
- A.Each party shall indemnify and hold harmless the other party, and its and their directors, officers, employees and agents from and against all claims, actions, damages, expenses (including reasonable attorneys' fees) losses or liabilities for personal injury (including death) or real and/or tangible property damage, or any other third-party claim, arising out of acts or omission to act under this Agreement, of employees, contractors or agents of the indemnifying party.
- 5. Indemnification.**
- A.Each party shall indemnify and hold harmless the other party, and its and their directors, officers, employees and agents from and against all claims, actions, damages, expenses (including reasonable attorneys' fees) losses or liabilities for personal injury (including death) or real and/or tangible property damage, or any other third-party claim, arising out of acts or omission to act under this Agreement, of employees, contractors or agents of the indemnifying party.
- B.The Company shall indemnify and hold harmless the Customer from and against all Losses arising from the Company's misuse of any PII belonging to Clients.
- 6.Non-Exclusive.**This Agreement is not an exclusive agreement as both parties are free to contract with any other party.
- 7.Non-Disparagement.**Except as otherwise required by law, any court order, or pursuant to government authority, the parties shall not make, publish or disseminate any derogatory statements or comments about the other party or take any action which a reasonable person would expect would impair the goodwill, business reputation or good name of the other party.
- 8.Independent Contractor.**At all times related to this Agreement, the Company shall be deemed and considered an independent contractor.At no time shall the Company or any of its employees, contractors, or agents be construed, represented, or held out to be a partner, associate, employee, agent, or representative of Customer.
- 9.Assignment.**The Company may assign this Agreement only with the prior consent of the Company, which shall not be unreasonably withheld.
- 10.Waiver.**The waiver or modification of, or failure to insist on, any term or condition shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of the right to performance of any such term or terms.
- 11.Severability.**If any provision or part of this Agreement shall be declared illegal, void, or unenforceable, it shall not affect the validity of the remaining provisions, and such illegal, void or unenforceable portion shall be rescinded and deleted as if it had never been a part hereof, and all other provisions shall continue in full force and effect.
- 12.Governing Law and Venue.**This Agreement shall be governed by and construed according to the laws of the State of Pennsylvania. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in and subject to the exclusive jurisdiction of the federal and state courts of the State of Pennsylvania located in Philadelphia County and each such party hereby consents to the jurisdiction of the aforesaid courts.
- 13.Use of name and logo.**Company may use Customer's name and logo to identify Customer as a customer of Company as long as Customer is using Company's services.
- 14.Entire Agreement.**This Agreement sets out the complete and entire understanding of the parties with respect to the subject matter hereof, and modifies and supersedes any prior agreements, written or oral, regarding the subject matter.
- 15.Amendment.**This Agreement may be amended only in writing and executed by both the parties hereto.

In return for our Services, Customer will agree to pay the Company (via monthly invoice) pursuant to the fee structure listed above (each, a "Fee") on a net thirty (30) basis for Olo derived orders. Olo will pay the Company on behalf of the Customer. Banking information from Customer is needed for instances where Customer places direct orders with Company (non-Olo derived orders) or Olo does not charge for items such as 'Delivery Pricing & Entire Agreement': 1-6,

For non-Olo orders, Customer to pay the Company (via weekly invoice) pursuant to the fee structure listed above (each, a "Fee") on a net seven (7) basis.

If Customer elects not to provide the Company with bank ACH information to pull payments on the due date, then Customer will provide a credit card on file. The credit card will only be charged for the amount due when payment isn't received three (3) business days after the due date and be subject to three percent (3.00%) processing fee. The greater of a late fee of one half of one percent (0.50%) per week or \$20.00 late fee shall be assessed from the original amount due; credit card processing fees apply. A \$35.00 charge will be subject to all returned payments.

1. **Tips**= 100% to Driver

2. **Mileage:**

- **Non New York City:**

- The first ten (10) miles are included.
- A \$1.00 per mile fee is assessed (rounded up) after ten (10) miles to twenty (20) miles.
- A \$3.00 per mile fee (rounded up) is assessed after twenty (20) miles to fifty (50) miles.

- **New York City:**

- The first two (2) miles are included.
- A \$1.00 per mile fee is assessed (rounded up) after two (2) miles to five (5) miles.
- A \$3.00 per mile fee (rounded up) is assessed after five (5) miles to ten (10) miles.

For catering deliveries that exceed twenty (20) miles, the following long-distance terms to be applied:

- **No Liability for Temperature or Delays:** Due to extended travel distances, the Company will not be liable for any food arriving cold or delayed due to traffic, weather, or other unforeseen circumstances.
- **Order Selection and Acceptance:** The Company reserves the right to accept or decline long-distance deliveries based on scheduling availability, capacity, and logistical considerations.

3. **Tolls:** Any tolls incurred during delivery are paid by Customer.

4. **Re-Delivery:** \$20.00 to return to the Customer location if the Customer does not include all the contents when Driver initially picks up the Order.

5. **Re-Delivery:** \$20.00 to return to the Customer location if the Customer does not include all the contents when Driver initially picks up the Order.

6. **Wait Time (Time Drivers Are Waiting for Customer to Handoff Orders):** The first 15-minutes of wait time (after scheduled pickup time) incur no charge, while waits which exceed 15-minutes are subject to an additional charge of \$1.00 per minute.



7. **Additional Driver:**\$50.00 – Applicable when a larger order and an extra driver for Order is requested by Customer.

8.**API fee:**\$0.50 fee will be assessed for any Order sent to Company (via API call) that is deemed self-delivery and not sent to Company Driver.

9.Same-day cancellation policy

1.Cancellations made more than one (1) hour before the scheduled pickup time. Customers who cancel more than 1 hour before the scheduled pickup time will receive a full refund of the delivery fee.

2.Cancellations made less than one (1) hour before the scheduled pickup time.If a cancellation is made within one (1) hour of the scheduled pickup time, the customer will be charged the delivery fee and any tips provided to the driver. A refund will not be provided for these amounts.

10.**Fee Adjustments for Order Issues:**In the event of an Order issue caused by the Company or Driver(s), Company will make the following adjustments to the Fees applicable to such Order:

Refund Matrix

Late Deliveries	Fee Adjustment
Delivery is made 31-45 minutes after the scheduled time.	The Delivery Fee will not be paid to the Company for such Order.
Delivery is made 45-60 minutes after the scheduled time.	The Delivery Fee will not be paid to the Company for such Order. 10% of such Order subtotal will be deducted from the total Fees due to the Company for such pay period.
Delivery is made 60+ minutes after the scheduled time or Driver fails to pick-up the order or does not deliver the order while it is in the driver's possession.	The Delivery Fee will not be paid to the Company for the Order. 20% of such Order subtotal will be deducted from the total Fees due to the Company for such pay period